

82

46748

APR 28 1982

1 Recorded at the request of:
 2 State of California
 2 State Lands Commission

3 WHEN RECORDED mail to:
 4 State Lands Commission
 4 1807 - 13th Street
 5 Sacramento, California 95814

6 STATE OF CALIFORNIA
 6 OFFICIAL BUSINESS - Document
 7 entitled to free recordation
 7 pursuant to Government Code
 8 Section 27383

9 S.L.C. W 22698
 9 BLA 203

10 NO TAX DUE

11 *Frederick O. Ludlow II*
 11 FREDERICK O. LUDLOW II ABOVE SPACE FOR RECORDER'S USE

12 BOUNDARY SETTLEMENT AGREEMENT

13 B.L.A. No. 203

14 Instructions to the County Recorder

15 of the County of Contra Costa

16 -oOo-

17
 18
 19 This Agreement includes quitclaim deeds of the
 20 parties to this Agreement to other parties hereto. Therefore,
 21 please index this document as follows:

22			AGREEMENT PARAGRAPH(S) IN WHICH REAL PROPERTY IS DESCRIBED
23	<u>GRANTOR</u>	<u>GRANTEE</u>	
24	1. The Redevelopment	City of Pittsburg <i>te</i>	2.a. and Exhibit "B"
25	Agency of the	as Trustee, Pursuant to	
26	City of Pittsburg	Chapter 214, Statutes	
27		of 1937, as Amended by	
		Chapter 1828, Statutes	
		of 1963 and	
		State of California	

RECORDED AT REQUEST OF
 WESTERN TITLE INSURANCE CO.
 APR 28 1982
 AT 8 O'CLOCK M.
 CONTRA COSTA COUNTY RECORDS
 FEE \$ J. R. OLSSON
 COUNTY RECORDER
off (3)

BOOK 10760 PAGE 340

2. City of Pittsburg The Redevelopment Agency 2.b. and Exhibit "C"
 as Trustee, Pursuant of the City of Pittsburg
 to Chapter 214, Statutes
 of 1937, as Amended
 by Chapter 1828,
 Statutes of 1963 and
 State of California

Note: Acceptance and Consent to Recording on Page 11.

PARTIES TO AGREEMENT:

STATE OF CALIFORNIA, acting by and through the
 State Lands Commission;

CITY OF PITTSBURG, a municipal corporation; as
 trustee, pursuant to Chapter 214, Statutes of 1937, as
 amended by Chapter 1828, Statutes of 1963.

THE REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG,
 an agency organized and existing under the Community Development
 and Housing Law of the State of California.

-o0o-

BOUNDARY SETTLEMENT REGARDING CERTAIN REAL PROPERTY
 IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA
 (Including Quitclaims of Parties to effectuate agreement)

(The Redevelopment Agency of the City of Pittsburg
 Boundary Settlement -- BLA 203)

-o0o-

1 This Agreement, made and entered into as of
2 August 3, 1981, by and between the STATE OF
3 CALIFORNIA, acting by and through the STATE LANDS COMMISSION
4 of the State of California, hereinafter interchangeably
5 referred to as the "STATE", "STATE LANDS COMMISSION", and
6 the "COMMISSION", the CITY OF PITTSBURG, a municipal corporation
7 of the State of California, as Trustee pursuant to Legislative
8 Act (Chapter 214, Statutes of 1937, Amended by Chapter 1828,
9 Statutes of 1963), hereinafter referred to as "CITY", and
10 the REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG", an
11 agency organized and existing under the Community Development
12 and Housing Law of the State of California, hereinafter
13 referred to as "THE REDEVELOPMENT AGENCY."

14
15 W I T N E S S E T H
16

17 WHEREAS, the State of California, by virtue of
18 its sovereignty, received title to sovereign tide and submerged
19 lands located within the State at the time of its admission
20 to the Union and the jurisdiction over and administration
21 of all said lands is vested in the STATE LANDS COMMISSION
22 as the successor in interest of all previous State agencies
23 having such jurisdiction and administrative powers; and

24 WHEREAS, New York Slough was, at the time of
25 California's admission to the United States, and at all
26 other times thereafter, has been a tidal, navigable waterway
27 within the State of California, County of Contra Costa,

1 and as such, the bed of the slough between the ordinary
2 high water marks thereof consists of tide and submerged
3 lands title to which was acquired by the STATE, upon Statehood,
4 in its sovereign capacity; and,

5 WHEREAS, under Chapter 214, Statutes of 1937
6 as amended under Chapter 1828, Statutes of 1963, the Legislature
7 of the State of California granted to the City of Pittsburg
8 as Trustee, all of its right, title and interest, subject
9 to certain retained and reserved interests, in a portion
10 of tide and submerged lands in New York Slough within the
11 boundaries of the CITY, the southern boundary of which
12 has never been defined; and

13 WHEREAS, THE REDEVELOPMENT AGENCY asserts that
14 it is the owner of or has an interest in the upland portion
15 of the lands which are the subject of this agreement by
16 virtue of being the successors in interest to a portion
17 of a patent from the United States in confirmation of the
18 Rancho Los Medanos; and

19 WHEREAS, the southerly ordinary high water mark
20 of New York Slough, as it existed in its natural state,
21 forms the common boundary between the tide and submerged
22 lands of the STATE and the CITY, and the uplands claimed
23 by THE REDEVELOPMENT AGENCY; and

24 WHEREAS, the parties hereto agree that serious
25 problems exist in presently establishing the precise historical
26 location of the boundaries of the lands affected by this
27 Agreement and that such problems are due to the physical

1 changes that have occurred over the years; and

2 WHEREAS, the ordinary high water mark has been
3 affected and controlled by natural processes and by artificial
4 processes, and there is consequently substantial doubt
5 and uncertainty as to the last natural location of the
6 ordinary high water mark and therefore the true boundary
7 between the tide and submerged lands of the STATE and CITY
8 and the uplands claimed by THE REDEVELOPMENT AGENCY; and

9 WHEREAS, although all the lands affected by this
10 Agreement are Rancho lands, or sovereign tide or submerged
11 lands, the parties hereto are not in agreement as to the
12 extent and amount of each category of such land within
13 the area affected by this Agreement; and

14 WHEREAS, the resolution of the boundary question
15 would require protracted, costly, and vigorously disputed
16 litigation based on uncertain evidenciary and legal issues
17 if this dispute could not be resolved by settlement in
18 lieu of litigation; and

19 WHEREAS, the STATE LANDS COMMISSION, pursuant
20 to section 6357 of the Public Resources Code". . . may
21 establish the ordinary high water mark. . . of any of the
22 swamp, overflowed, marsh, tide, or submerged lands of this
23 State by agreement, arbitration, or action to quiet title,
24 whenever it is deemed expedient or necessary."; and

25 WHEREAS, the STATE has conducted extensive research
26 into the location of the last natural position of the ordinary
27 high water mark in the area affected by this Agreement

1 and upon the basis of said work has concluded that the
2 line to be agreed upon is a reasonable fixing of the ordinary
3 high water mark along the portion of New York Slough affected
4 herein; and

5 WHEREAS, the parties hereto have agreed to the
6 location of the common boundary and have further agreed
7 to effectuate said Agreement, and to exchange quitclaims
8 for the lands and interests that each relinquishes for
9 lands lying on either side of said ordinary high water
10 mark; and

11 WHEREAS, the STATE, CITY and THE REDEVELOPMENT
12 AGENCY, in light of the foregoing, consider it expedient
13 and necessary and in the best interest of the parties hereto
14 to describe, determine, and fix permanently the boundaries
15 between the lands of the STATE and CITY and the lands of
16 THE REDEVELOPMENT AGENCY, and to forever set at rest all
17 questions of title regarding said lands as between the
18 respective parties hereto.

19 NOW, THEREFORE, it is agreed as follows:

20 1. ORDINARY HIGH WATER MARK

21 a. In order to locate, describe and permanently
22 establish and fix the common boundary between the uplands
23 of THE REDEVELOPMENT AGENCY and the sovereign lands of
24 the STATE, and the CITY, the parties hereto hereby agree
25 that said ordinary high water mark shall exist as it is
26 described in Exhibit "A" to this Agreement which is attached
27 hereto and incorporated herein by reference.

1 b. The agreed common boundary line shall
2 be permanently fixed in location and is not a meander line.

3 2. QUITCLAIMS CONFIRMING BOUNDARY LINE AGREEMENT

4 a. REDEVELOPMENT AGENCY to STATE and CITY.

5 As part of the agreement to locate the ordinary high water
6 mark and to confirm and effectuate this Agreement, THE
7 REDEVELOPMENT AGENCY does hereby Remise, Release and Quitclaim:

8 (i) to the CITY, as trustee of the STATE,
9 by virtue of and subject to the terms, conditions,
10 restrictions and reservations of Chapter 214,
11 Statutes of 1937, as amended by Chapter 1828,
12 Statutes of 1963, excepting therefrom all
13 those rights and interests retained and reserved
14 by the STATE by virtue of said Chapters 214
15 and 1828; and

16 (ii) to the STATE to the same extent and
17 upon the same tenure as the STATE holds all
18 of said rights and interests retained and
19 reserved to the STATE by virtue of said Chapter 214
20 and 1828;

21 All of the REDEVELOPMENT AGENCY'S right, title and interest
22 in and to that parcel of real property particularly described
23 in Exhibit "B" which is attached hereto and incorporated
24 herein by reference.

25 b. STATE and CITY to REDEVELOPMENT AGENCY.

26 As part of the agreement to locate the ordinary high water
27 mark and to confirm and effectuate this Agreement:

1 (i) the STATE does hereby Remise, Release and
2 Quitclaim to THE REDEVELOPMENT AGENCY, all of
3 the right, title and interest held by the STATE,
4 by virtue of it's sovereignty, in and to the
5 parcel of real property particularly described
6 in Exhibit "C" which is attached hereto and incorpo-
7 rated herein by reference.

8 (ii) the CITY does hereby Remise, Release and
9 Quitclaim to THE REDEVELOPMENT AGENCY, all of
10 the right, title and interest conveyed to the
11 CITY as trustee of the STATE by virtue of Chapter 214,
12 STATUTES of 1937, as amended by Chapter 1828,
13 STATUTES of 1963, in and to the parcel of real
14 property particularly described in Exhibit "C"
15 which is attached hereto and incorporated herein
16 by reference.

17 3. TITLE INSURANCE

18 a. STATE'S and CITY'S Title Insurance. Upon
19 the close of escrow the STATE and CITY shall be provided
20 with a standard form of CLTA Title Insurance payable at
21 the sole expense of THE REDEVELOPMENT AGENCY insuring the
22 STATE'S and CITY'S interest in the parcel conveyed to them
23 in the sum of Fifty Thousand Dollars (\$50,000). The provisions
24 of said policy of title insurance shall be expressly approved
25 by the STATE and CITY prior to the close of escrow.

26 b. THE REDEVELOPMENT AGENCY'S Title Insurance.
27 By separate instructions, THE REDEVELOPMENT AGENCY may

1 make arrangements for the issuance of such title insurance
2 as it may desire. If such arrangements for the issuance
3 of title insurance at the close of escrow are made, the
4 escrow shall not close until the form of the title insurance
5 policy is approved by THE REDEVELOPMENT AGENCY. The cost
6 for such insurance shall be paid for by THE REDEVELOPMENT
7 AGENCY.

8 4. ESCROW. An escrow account will be opened
9 by the parties to this Agreement for the depositing, processing,
10 and recording of all documents to effectuate this Agreement.
11 All costs of the escrow shall be paid by THE REDEVELOPMENT
12 AGENCY. The parties to this Agreement may provide the Escrow
13 Officer with such further instructions and documents as
14 are necessary for the accomplishment of this Agreement.

15 5. RESERVATION OF RIGHTS. All parties reserve
16 the right to assert different or contrary positions to
17 those set forth herein should this Agreement not become
18 effective or for any reason be determined to be invalid.

19 6. COMPROMISE AGREEMENT. It is expressly understood
20 by all the parties hereto that the provisions set forth
21 in this Agreement have been determined for purposes of
22 compromising and settling the disputed title and boundary
23 problems relating to the lands of the parties hereto. The
24 matters agreed upon herein shall not constitute admissions,
25 on the part of any party executing this Agreement as to
26 any lands not described herein.

27 7. FURTHER ASSURANCE. So long as authorized

1 by applicable laws to do so, each of the parties hereto
2 will do such further acts and execute, acknowledge, and
3 deliver all further documents and instruments as being
4 necessary to effectuate fully the provisions of this Agreement.

5 8. MISCELLANEOUS PROVISIONS. As used herein,
6 whenever the context so requires, the neuter gender includes
7 the masculine and the feminine, and the singular tense
8 includes the plural and vice versa. Defined terms are to
9 have their defined meaning regardless of their grammatical
10 form, number, or tense of such terms.

11 9. SUCCESSORS. This Agreement shall insure
12 to the benefit and be binding upon the heirs, executors
13 and administrators, successors and assigns of the parties
14 hereto.

15 10. COUNTERPARTS. This Agreement may be executed
16 in any number of counterparts and each executed counterpart
17 shall have the same force and effect as an original instrument
18 and as if all of the parties to the aggregate counterparts
19 had signed the same instrument.

20 11. SEVERABILITY. The parties hereto agree that
21 upon and after the closing, each provision of this Agreement
22 is intended to be severable, separate and distinct from
23 the other provisions herein and shall continue in full
24 force and effect notwithstanding that other provisions
25 hereof may be determined invalid or void for any reason.
26 Nothing herein, however, shall affect or diminish the rights
27 of any party hereto at law or in equity, or both, to enforce

1 any provisions of this Agreement against any other party.

2 12. EFFECTIVE DATE. This Agreement shall become
3 effective upon accomplishment of the following:

4 a. Execution of this Agreement by:

5 (1) THE CITY OF PITTSBURG.

6 (2) THE REDEVELOPMENT AGENCY OF THE
7 CITY OF PITTSBURG.

8 (3) STATE OF CALIFORNIA.

9 b. Recordation by the Escrow Officer, with
10 the approval of the parties hereto, of a copy of this Agreement
11 and its exhibits with the Contra Costa County Recorder.

12 This Agreement is designed to become effective
13 pursuant to the foregoing on or before December 31, 1981.

14 13. ACCEPTANCE AND CONSENT TO RECORD.

15 All conveyances contained in this Agreement are hereby
16 accepted by the parties to which they are made. Execution
17 of this Agreement on behalf of each party shall constitute
18 evidence of such acceptance and authorization for recordation
19 in the Office of the County Recorder of Contra Costa County.

20 IN WITNESS WHEREOF, each party hereto has caused
21 this Agreement to be executed.

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STATE OF CALIFORNIA, acting by and
through the STATE LANDS COMMISSION

DATED

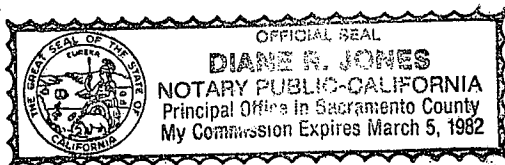
August 3, 1981

William F. Northrop
WILLIAM. F. NORTHROP
Executive Officer

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

On August 3, 1981, before me, the undersigned,
a Notary Public in and for said County and State, personally
appeared WILLIAM F. NORTHROP, known to me to be the Executive
Officer of the STATE LANDS COMMISSION, STATE OF CALIFORNIA,
and known to me to be the person who executed the within
instrument on behalf of the said State Commission, and
acknowledged to me that said Commission executed the within
instrument pursuant to applicable State law and a resolution
of said Commission.

IN WITNESS WHEREOF, I have hereunto set my hand
and affix my official seal on the day and year in this
certificate first above written.



Diane R. Jones
NOTARY PUBLIC in and for said County
and State

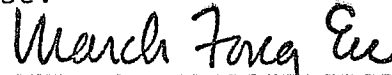
///

1 IN APPROVAL WHEREOF, I EDMUND G. BROWN JR., Governor
 2 of the State of California have set my hand and caused
 3 the seal of the State of California to be hereunto affixed
 4 pursuant to Section 6107 of the Public Resources Code of
 5 the State of California. Given under my hand at the City
 6 of Sacramento, this 3^d day of August 1981.

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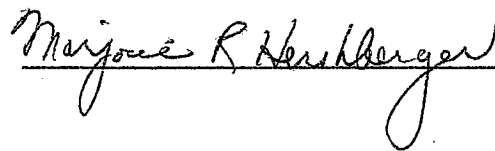
EDMUND G. BROWN JR.
 Governor

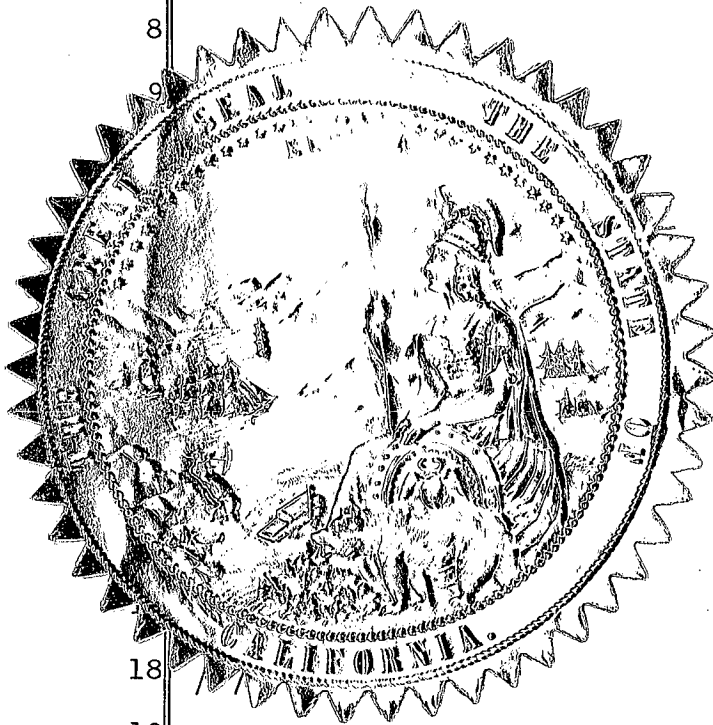
Attest:



Secretary of State

By:



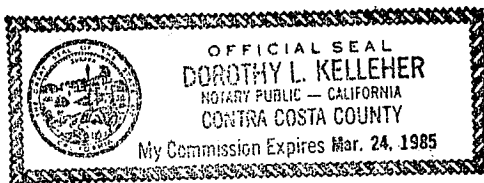


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COUNTY OF CONTRA COSTA)
SS.
STATE OF CALIFORNIA)

On JULY 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH S. SIINO, known to me to be Chairman of the Redevelopment Agency of the City of Pittsburg, California, and known to me to be the person who executed the within instrument on behalf of said Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on the day and year in this certificate first above written.



Dorothy L. Kelleher
DOROTHY L. KELLEHER

NOTARY PUBLIC in and for said
County and State

COUNTY OF CONTRA COSTA)

STATE OF CALIFORNIA)

ss.

BOOK 10760 PAGE 354

On JULY 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH S. SIINO, known to me to be the Mayor of the City of Pittsburg, California, and known to me to be the person who executed the within instrument on behalf of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal on the day and year in this certificate first above written.



Dorothy L. Kelleher

DOROTHY L. KELLEHER

NOTARY PUBLIC in and for said
County and State

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The REDEVELOPMENT AGENCY OF THE CITY OF PITTSBURG
Boundary Settlement Agreement, BLA 203, is hereby approved
this 27th day of July, 1981.

GEORGE DEUKMEJIAN, Attorney General

BY: *W. Gregory Taylor*
Deputy Attorney General
Assistant

Seal Affixed

CITY OF PITTSBURG

DATED July 27, 1981

BY: *Joseph B. Lino*
MAYOR

THE CITY OF PITTSBURG
REDEVELOPMENT AGENCY

Seal Affixed

DATED July 27, 1981

BY: *Joseph B. Lino*
CHAIRMAN

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ATTACHED TO AND MADE A PART OF
THE REDEVELOPMENT AGENCY OF THE
CITY OF PITTSBURG BOUNDARY
SETTLEMENT AGREEMENT BLA203

BOOK 10760 PAGE 356

EXHIBIT "A"

ORDINARY HIGH WATER MARK DESCRIPTION

W 22698

COMMENCING at the southeast corner of that 17.854-acre parcel of land as said parcel is shown on the record of survey map filed in Book 68 of licensed surveyor's maps at page 19, in the Contra Costa County Recorder's Office, February 18, 1981; thence from said point of commencement along the easterly line of said parcel N 16° 45' 00" E, 742.00 feet to the mean high tide line of New York Slough, also being the agreed fixed ordinary high water mark of New York Slough; thence along said fixed ordinary high water mark the following 19 courses:

1. N 83° 07' 09" W, 42.75 feet;
2. S 77° 28' 18" W, 19.85 feet;
3. N 67° 53' 47" W, 109.66 feet;
4. N 77° 33' 33" W, 80.08 feet;
5. N 58° 20' 36" W, 70.11 feet;
6. N 89° 54' 53" W, 29.53 feet;
7. N 39° 21' 54" W, 47.54 feet;
8. N 70° 29' 40" W, 32.39 feet;
9. S 84° 41' 46" W, 64.90 feet;
10. N 35° 02' 56" W, 17.89 feet;
11. N 15° 08' 44" E, 17.46 feet;
12. S 82° 21' 31" W, 40.80 feet;
13. N 26° 16' 26" W, 67.42 feet;
14. N 11° 08' 11" W, 51.86 feet;
15. N 27° 19' 37" W, 53.25 feet;
16. N 74° 51' 16" W, 52.39 feet;
17. N 57° 02' 24" W, 50.16 feet;
18. N 20° 41' 58" W, 19.85 feet;
19. N 58° 07' 21" W, 100.43 feet to the northwesterly line of above-mentioned 17.854-acre parcel and the end of said fixed ordinary high water mark.

END OF DESCRIPTION

PREPARED APRIL 14, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK, SUPERVISOR.

EXHIBIT "B"

TIDE AND SUBMERGED LAND DESCRIPTION

W 22698

A parcel of tide and submerged land lying in the bed of New York Slough, Contra Costa County, California, bounded on the northeast by the center line of New York Slough; bounded on the southwest by the agreed fixed ordinary high water mark of New York Slough, shown as the mean high tide line on that record of survey map filed in Book 68 of Licensed Surveyor's maps at page 19, February 18, 1981; bounded on the southeast by the northeasterly extension of the southeast line of the 17.854-acre parcel as shown on said map; bounded on the northwest by the northeasterly extension of that N 16° 16' 30" E, 695.25-foot course as shown on said map.

END OF DESCRIPTION

PREPARED APRIL 20, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK,
SUPERVISOR

EXHIBIT "C"
UPLAND PARCEL DESCRIPTION

BEGINNING at the northeast corner of the 2.37-acre parcel described as Parcel Two (East Third Street) in the deed to the City of Pittsburgh, recorded April 17, 1978 in Book 8794 of Official Records at page 861, Records of Contra Costa County, said point of beginning being on the northerly extension of the westerly line of East Street; thence from said point of beginning and along the northerly line of said 2.37-acre parcel, north 73° 15' 00" west, 1306.67 feet; thence leaving said northerly line along the arc of a tangent curve to the right, having a radius of 25.00 feet, an arc distance of 39.24 feet to a point on the easterly line of the 0.71-acre parcel described as parcel one (Black Diamond Street) in the aforesaid City of Pittsburgh deed (8794 O.R. 861); thence leaving said easterly line, north 64° 20' 58" east, 83.35 feet; thence north 16° 36' 30" east, 164.51 feet; thence south 73° 23' 30" east, 427.19 feet; thence north 16° 36' 30" east, 695.25 feet to the mean high tide line of New York Slough; being also the agreed fixed ordinary high water mark of New York Slough; thence along said agreed fixed ordinary high water mark as follows:

1. S 58° 07' 21" E, 100.43 feet;
2. S 20° 41' 58" E, 19.85 feet;
3. S 57° 02' 24" E, 50.16 feet;
4. S 74° 51' 16" E, 52.39 feet;
5. S 27° 19' 37" E, 53.25 feet;
6. S 11° 08' 11" E, 51.86 feet;
7. S 26° 16' 26" E, 67.42 feet;
8. N 82° 21' 31" E, 40.80 feet;
9. S 15° 08' 44" W, 17.46 feet;
10. S 35° 02' 56" E, 17.89 feet;
11. N 84° 41' 46" E, 64.90 feet;
12. S 70° 29' 40" E, 32.39 feet;
13. S 39° 21' 54" E, 47.54 feet;
14. S 89° 54' 53" E, 29.53 feet;
15. S 58° 20' 36" E, 70.11 feet;
16. S 77° 33' 33" E, 80.08 feet;
17. S 67° 53' 47" E, 109.66 feet;
18. N 77° 28' 18" E, 19.85 feet; and
19. S 83° 07' 09" E, 42.75 feet to a point on the aforesaid northerly extension of the westerly line of East Street; thence along said line S 16° 45' 00" W, 742.00 feet to the point of beginning.

END OF DESCRIPTION

REVIEWED APRIL 16, 1981 BY TECHNICAL SERVICES UNIT, ROY MINNICK, SUPERVISOR

END OF DOCUMENT